Earthgrains Baking Companies, Inc., a wholly owned subsidiary of Sara Lee Baking Group Inc., d/b/a Redding French Bakery *and* Bakery, Confectionary, Tobacco Workers and Grain Millers International Union, Local 85, AFL–CIO. Case 20–CA–30575

May 16, 2003

DECISION AND ORDER

BY CHAIRMAN BATTISTA AND MEMBERS LIEBMAN AND WALSH

On February 24, 2003, Administrative Law Judge Burton Litvack issued the attached decision. The Respondent filed exceptions and a supporting brief, and the General Counsel filed an answering brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,[1] and conclusions and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Earthgrains Baking Companies, Inc., a wholly owned subsidiary of Sara Lee Baking Group Inc., d/b/a Redding French Bakery, Redding, California, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

Shelley Brenner, Esq., for the General Counsel.
Timothy A. Davis, Esq. (Constangy, Brooks, & Smith), of Kansas City, Missouri, for the Respondent.
Felix de La Torre, Esq. (Van Bourg, Weinberg, Roger, & Rosenfeld), of Oakland, California, for the Charging Party.

DECISION

BURTON LITVACK, Administrative Law Judge. The unfair labor practice charge, in the above-captioned matter, was filed by Bakery, Confectionary, Tobacco Workers and Grain Millers International Union, Local 85, AFL–CIO, CLC (the Charging Party), on March 11, 2002.[1] After an investigation, on May 28, the Regional Director for Region 20 of the National Labor Relations Board (the Board), issued a complaint, alleging that Earthgrains Baking Companies, Inc., a wholly owned subsidiary of Sara Lee Baking Group, Inc., d/b/a Redding French Bakery (the Respondent), had engaged in, and continues to engage in, unfair labor practices within the meaning of Section 8(a)(1) of the National Labor Relations Act (the Act). Counsel for Respondent timely filed an answer, denying the commission of the alleged unfair labor practices. As scheduled, a trial, before the above-named administrative law judge, was held in Redding, California, on August 13 and October 2, 2002. During the hearing, all parties were given the opportunity to examine and to cross-examine witnesses, to offer into the record all relevant documentary evidence, to argue legal positions orally, and to file posthearing briefs. The latter documents were filed by counsel for the General Counsel and by counsel for Respondent, and each has been carefully considered. Accordingly, based upon the entire record, including the posthearing briefs and my observation of the testimonial credibility of the several witnesses, I make the following

FINDINGS OF FACT

I. JURISDICTION

At all times material, the Respondent, a State of Delaware corporation, with offices and places of business in the State of California and in other States in the United States of America, including a facility in Redding, California, has been engaged in the business of the production and wholesale distribution of bakery products. During the calendar year ending December 31, 2001, Respondent, in the normal course and conduct of its above-described business operations, purchased and received at its facilities located in the State of California, goods and materials, valued in excess of $50,000, directly from suppliers located outside the State of California. Respondent admits that, at all times material, it has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. LABOR ORGANIZATION

Respondent admits that, at all times material, the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

III. THE ISSUES

The General Counsel alleges that Respondent engaged in acts and conduct, violative of Section 8(a)(1) of the Act by telling employees that it was delaying their regularly scheduled wage increase because of the Charging Party and by telling employees that, if they voted "no" in a representation election, it would go ahead with wage increases the very next day. Respondent denied the commission of the alleged unfair labor practices.

IV. THE ALLEGED UNFAIR LABOR PRACTICES

A. The Facts

The record establishes that, in December 1999, Earthgrains Baking Companies, located in St. Louis, Missouri, purchased

[1] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

No exceptions were filed to the judge's dismissal of the allegation that the Respondent violated the Act by promising to implement wage increases the next day if employees voted against the Union.

[1] Unless otherwise stated, all events occurred during calendar year 2002.

Redding French Bakery, located in Redding, California (the Redding facility); that, in August 2001, the former and Sara Lee Baking Group, Inc. entered into an agreement to merge their respective business operations; that the merger was subsequently consummated; and that, at its Redding facility, Respondent produces and distributes specialty bread products. At all times material, Catherine Savage[2] has been the plant manager of the Redding facility; and Respondent employs approximately 44 production, sanitation, maintenance, shipping and receiving, and warehouse employees at the facility. The record further establishes that, on June 13, 2001, the Charging Party filed a representation petition, in Case 20–RC–17679, seeking to represent Respondent's above-described employees; that, on July 26, 2001, the Board conducted an election among the employees, with 21 votes cast in favor of representation by the Charging Party, 20 votes cast against representation, and 3 challenged ballots; that both parties filed objections to the conduct of the election; and that, as part of a settlement of a concurrent unfair labor practice charge, both parties withdrew their objections and agreed to a rerun election to be conducted on March 14, 2002. Finally, the parties stipulated that Respondent establishes a pay scale for each voting unit job classification at its Redding facility, with each employee receiving a scheduled wage adjustment until he reaches the top of his wage scale; that Respondent periodically evaluates the wage scales to determine if increases are necessary in order for it to remain competitive; that, in 2000, the wage scales were increased on March 1; and that, in 2001, new wage scales became effective on April 1, and again in October.

Catherine Savage testified that, during the preelection period, she held four meetings with groups of voting unit employees—two at which she alone addressed the assembled employees and two at which she appeared "only for introductory purposes."[3] As to those meetings at which she alone spoke to Respondent's employees, "one was the kick-off speech, which was the first week of February, and the other was about the 16th, 17th of February." As to the latter, although not entirely clear in the record, it appears that she actually held a series of meetings with different groups of employees on those dates, at each making the identical presentation "from a written script." Michael Dodd, an engineer's assistant for Respondent, testified that Floyd Brown, a maintenance mechanic, first informed him of the Charging Party's organizing campaign, that he became a supporter of it, and that he attended four group meetings, conducted by management representatives, prior to the scheduled date for the election. Specifically, he recalled a meeting, which between 6 and 15 employees, including Brown and him, attended, conducted by Savage in a conference room at the plant in February. "[C]athy Savage spoke. . . . She read out a statement, a short statement that sounded [like] a legal statement. The company wasn't allowed to promise wage increases, benefits, promotions . . . during an election campaign because it would be seen as a bribe to influence the election. And she said let's discuss this . . . placed her hands behind her back and said that the [Charging Party] has my hands tied. . . . [T]his time of year we usually have pay raises, but the [Charging Party's] preventing this. And she also said that if we went ahead and voted for the [Charging Party] . . . it would be at least [12] months before we got a negotiated contract, and if we voted for the company, things could go ahead as usual."[4] During cross-examination, Dodd could not recall Savage saying that Respondent had not yet decided on what the wage increase would be for that year.

Two other employees gave similar testimony to that of Dodd. Michael Rech, who has been a production worker for Respondent since October 1997,[5] testified that he was aware that the representation election was scheduled for March 14, and that, between early February and the above date, he attended seven or eight group meetings, conducted by "various people from corporate and Cathy Savage." Specifically, Rech recalled a meeting, which he attended along with six other production employees (Tom Ferris, Echan Saelee, Sue Saelee, Ben Boras, Matt Mangrum, and Warrian Chao), conducted by Savage, "in the middle of the election campaign." According to Rech, Savage said, "[T]hat she had to be really careful on saying what she was going to say. She didn't want any charges filed against her." At that point, a coworker accused Rech of having a tape recorder with him, an accusation which the latter denied. Savage continued, saying, "[T]hat we were due for raises. . . . And the [Charging Party's] campaign was preventing it. And if we were given raises . . . the [Charging Party] will file charges on her for giving us raises." Also, "she said, I can give you a raise tomorrow, and the [Charging Party] can't." Rech added that, when Savage said the Charging Party had prevented their raises, "she [stood] up and kind of put her hands together behind her back kike they were tied" and said, ". . . my hands are tied behind my back." Prior to the scheduled date, the representation election was canceled, and, according to Rech, on March 12, Savage spoke to a group of six to eight employees, including Rech, in a conference room about the cancellation. He recalled Savage telling the employees "that the company had won. The [Charging Party] packed up [its]bags and left. And usually when they file charges like this at the last minute . . . the [Charging Party] knows they're going to lose. . . . Now, I can proceed to give you guys raises." During cross-examination, Rech denied hearing Savage say she could not make any promises on wages and benefits and could not recall Savage saying corporate had not yet decided on what their wage increase would be or when to give it. Further, he could not recall Savage speaking from prepared notes.

[2] In the complaint and in the first volume of the transcript of the trial, Savage's first name begins with a "K"; however, it appears with a "C" in the second volume of the transcript with her testimony. Presumably, the court reporter noted the correct spelling of her name before she began testifying. Accordingly, I shall spell her first name with a C. Respondent admitted her status as a supervisor and agent within the meaning of Sec. 2(11) and (13) of the Act.

[3] One appearance was with Steve Waltz, an individual who participates in collective bargaining for Respondent, and the other was with Mike Knowles, the president of Respondent's frozen dough division.

[4] Dodd inferred Savage to be saying that Respondent could move very quickly without a union's interference.

[5] During cross-examination, Rech admitted having become a supervisor at one time, but from which position he was subsequently demoted

Also, Floyd Brown, who has worked off and on for Respondent since 1998 in various positions, testified that, between early February and March 14, management representatives spoke to him "several times" about the [Charging Party] and that one such occasion was a group meeting on "I think . . . the 17th of February, right around there," a Sunday. The meeting was held in a conference room with "half a dozen" employees, including Mike Rech, Echan _____, Sue _____, and him, attending, and Savage spoke to the employees. According to Brown, she was ". . . discussing pay raises . . . and she stated that there was no chance for her to give a pay raise because her . . . hands were tied behind because of the union activity at that time. And it would be unlawful for her to . . . offer a raise . . . And also that if . . . we were to vote for the [Charging Party] and [the latter] won, it would take months to get a . . . contract. And . . . if we voted for the Company . . . she would put in for the raise the next day for us." Brown added that Savage made her comments while reading from a "list" and that, when she made her hands-tied-behind-her-back comment, she accompanied her words by a "gesture" with her hands. Brown further testified that the March 14 election subsequently was canceled and that Savage told this to the same assembled group of employees. She termed the Charging Party's cancellation of the election a "victory" for Respondent and said the former had "packed up their gear and left town." Also, she said, "[W]e can proceed with the raise since the [Charging Party] pulled out." During cross-examination, Brown changed his testimony, saying he did not think Rech attended the February 17 meeting.[6] Further, as to what Savage said, Brown initially recalled, "she stated that . . . due the union activity . . . her hands were tied behind her back as far as us getting a raise . . . because it would be considered a bribe if a raise was given to us" but, later, changed her testimony, stating, "[S]he said we couldn't get a raise because of the union activity . . . the pending election and all." Finally, after again stating the February meeting occurred on a Sunday, February 17, Brown was impeached by his pretrial affidavit wherein he stated that he had not worked over the weekend of February 16 and 17. Moreover, Brown's timecard for the payroll period, which includes the foregoing weekend, discloses that he did not work on either Saturday, February 16, Sunday, February 17, or Monday, February 18, a holiday. Then, during redirect examination, questioned by me as to whether he was certain the February meeting, which he attended occurred on February 17, Brown averred, "I can't say it was exactly on that date. . . . might have been the day before or after," but "I'll say it was Sunday, but . . . I'm not that sure." Finally, the parties stipulated that, on March 26, Respondent approved a $0.65-wage increase for voting unit employees, with the raise to become effective on April 1.

As stated above, according to Catherine Savage, she met with and spoke to groups of voting unit employees on two separate occasions—during the first week of February and over the weekend of February 16, 17, and 18.[7] At each of the meetings at which she was the sole speaker, "I gave a presentation from a written script." The first was a "kick-off speech," and Savage denied discussing wages or potential wage increases at that time. However, during Savage's second set of group meetings, her speech, which she received from Respondent's corporate office and read to the assembled employees in its entirety, contained a paragraph concerning a delay in the employees' anticipated 2002-wage increase and Respondent's justification for delaying in granting it during the pendency of the NLRB election.[8] Savage conceded reading the portion, concerning the delayed wage increase, but denied putting the paper down and placing her hands behind her back, saying her hands were tied and, because of the Union, she could not give a wage increase, or saying, if the employees voted no, she could give a wage increase tomorrow. During cross-examination, while denying that she ever interjected her own comments while reading the February 16 through 18 speech,[9] Savage said that, after reading each paragraph, her practice was to ask for employees' questions, "[a]nd then I can answer them one at a time." Specifically as to the paragraph regarding the delay in the employees' expected 2002-wage increase, which, she conceded, was a subject of concern to the voting unit employees throughout February,[10] Savage admitted that employees did ask questions on that subject—"They asked again [about] . . . getting a wage increase again at this time of the year," and "what I said was that the only thing I can say to you in answer to your question is to read this portion again. That is all I can say to your question." Fi-

[6] Brown subsequently again changed his testimony, stating that, if he put in his notes that Rech did, in fact, attend the February meeting, his notes were correct.

[7] Savage was inconsistent on the dates of her second meeting with voting unit employees. Initially, she stated these occurred on February 16 and 17 (Saturday and Sunday) and later, in response to a leading question by Respondent's counsel, she added that she also spoke to employees on Monday, February 18, a holiday.

[8] This portion of Savage's speech reads as follows:

> Normally around this time of year we start discussing wages and increases for the next year. Many of you have asked me questions about if and when wage increases will occur. Unfortunately, I don't have answers yet because of the Sara Lee acquisition and wanting to get their input and because we were planning for the trial we expected to have. Now that we are in the election period the law prohibits us from providing any new wage increases or even promising to give any new wage increases. This could be considered a bribe and would invalidate the election. Please be patient but we will honor the law. I know you want better answers and I will do my best to get you better answers as the process continues. The bottom line is, if Redding French wins, wage adjustments will be evaluated in the normal course of business. If the Union wins, we would bargain in good faith about wages. Other than those facts, I cannot say anything more about pay or benefit increases. Just like you have seen . . . at the London bakery, negotiations can last for months and even years and sometimes a contract is never reached. Other than those facts, I cannot say anything more about pay or benefit changes. I simply don't want to do anything that would allow this union to file an unfair labor practice and block your election on March 14.

[9] While noting Savage's denial, I also note that, at least, the section of the speech, entitled "Redding French Progress," required extemporaneous elaboration from Savage.

[10] Savage testified that February "was an area of time that [employees] normally would get a wage increase."

nally, Savage's veracity was called into question by her testimony regarding Respondent's offer of its Exhibit 4, a purported attendance sheet for an employee meeting on February 16, into the record. Respondent's plant manager testified at length concerning the creation of the document, ostensibly completed by a human resources employee on February 19 based upon attendance records kept by supervisors. Savage asserted that the putative form, utilized by the human resources employee, was "our standard employee list" at the time. However, the proffered exhibit contained a notation, "Revised 3/26/02," on the bottom, and, as obviously, the document could not have been in existence on the asserted date, the exhibit was rejected.

Aychoy Saechao, who, in February and March 2002 was a college student, utilized by Respondent as an interpreter for its Mien-speaking voting unit employees and who, at the time of the trial, was a human resources safety manager at the Redding facility, testified that he normally had interpreted during weekends (Friday through Monday) and that he had done so for Catherine Savage on Saturday, Sunday, and Monday, February 16 through 18.[11] He testified that Savage ". . . used a text, as a written text," and she would read several sentences and wait for his translations. According to Saechao, what Savage said about the employees' wage increase was what she read from the prepared text, and ". . . I interpreted verbatim. . . . just because I didn't want to invalidate the election because of my part." Saechao added that employees did ask questions about wages and that Savage "said that due to the sensitivity of the wage increases, she didn't want to invalidate the election process. So she would read back . . . what was . . . in the paperwork." Later, during cross-examination, he changed his answer, stating that, when employees asked about their own step wage increases, Savage would ". . . answer directly to them. Yes, you'll get those . . . because you're scheduled to get a wage adjustment as you work along. And then questions like, are we going to get a wage increase next year? . . . she'll read over the . . . paper that she had in front of her again." Asked at what point Savage entertained questions, Saechao said, "[Q]uestions may have come up sporadically during the speech. She went over a point . . . people might have raised their hands to ask a question. But, usually, she would deliver the speech and then she'd open up for questions." Finally, while failing to deny that, at any point during her speech, Savage gestured with her hands behind her back, Saechao did deny interpreting Savage saying her hands were tied behind her back because of the Charging Party, or, if employees voted no, she would give them a raise tomorrow.

B. Legal Analysis

As the parties recognize, whether I conclude that Respondent committed violations of Section 8(a)(1) of the Act, as alleged in the complaint, is wholly dependent upon my assessment of the credibility of the several witnesses. In this regard, having viewed the witnesses and considered the record as a whole, I have reservations regarding the credibility of each. Thus, I believe two individuals, Floyd Brown and Catherine Savage, clearly fabricated portions of their respective testimony. Brown gave contradictory testimony, regarding what Savage assertedly told the assembled employees as to why Respondent could not give them wage increases; his testimony regarding having attended one of the group meetings on February 16, 17, and 18, during which Savage spoke to the assembled employees, was impeached by his pretrial affidavit and his timecard for the period, which included those dates and which establishes that Brown did not work on any of the above dates; and his assertion that Michael Rech attended the same meeting was not corroborated by the latter. As to Savage, given the revision date on the bottom of the document, her testimony, in support of Respondent's proffered Exhibit 4, an attendance sheet purportedly prepared on February 19, that a human resources employee used an existing form, was demonstrably meretricious. Given what I perceive as their prevarications and my impressions that each was a disingenuous witness, I have little confidence in the veracity of the respective testimony of Brown or Savage. Concerning the remaining three witnesses, while Achy Saechao did not appear to be a guileful witness, I note that he directly contradicted Savage as to the point in her speech she entertained questions from employees and was inconsistent and contradicted Savage as to the breadth of the latter's responses to employees, who questioned her about step increases in pay. Next, inasmuch as Michael Dodd testified that Brown attended the same group meeting with Savage, which he attended, testimony not corroborated by Brown, Dodd either dissembled in order to bolster the credibility of Brown or was honestly mistaken.[12] Finally, while Michael Rech asserted he could not recall Savage reading from a prepared text during the group meeting, which he attended, testimony at odds with the overwhelming record evidence, he was the only witness, whose demeanor appeared to be that of an entirely candid witness and whose testimony appeared to be veracious and trustworthy, I shall rely upon his version of events, as corroborated by Dodd, over that of Saechao, who was not nearly as impressive a witness as Rech. Accordingly, based upon my credibility resolutions and the record as a whole, I find that, in 2000, voting unit employees received a wage increase on March 1, and in 2001, they received pay raises on April 1 and October 1; that, during the weekend of February 16 through 18, Catherine Savage met with groups of voting unit employees at Respondent's Redding facility; and that, during the meetings, she read from a prepared text. I further find that, either elaborating during her reading of the speech section concerning anticipated wage increases[13] or responding to employees' questions about a wage increase after she completed the prepared speech, Savage stood, placed her hands behind her back, and said that, while they (the voting unit employees) were due for pay raises, "my hands are tied behind my back" and "the [Charging Party's] campaign was prevent-

[11] Based upon Saechao's testimony, counsel for the General Counsel speculates that Floyd Brown attended a group meeting on Friday, February 15, at which Savage spoke. However, I note that Brown himself testified that he attended a meeting on Sunday or the day before or the day after—not 2 days before.

[12] I am particularly concerned about the similarity of Floyd Brown's testimony to that of Dodd and Rech and believe that the fact of the former's coterminous account may be attributable to sources other than his presence at group meetings at which Savage spoke.

[13] Given that one section of the prepared speech actually required her elaboration, it is not unreasonable to believe that Savage decided to elaborate on the subject of raises.

ing it. And if we were given raises . . . the [Charging Party] will file charges on her for giving . . . raises."[14]

The Board law is quite clear that, in the midst of an on-going union organizing or election campaign, an employer must proceed with an expected wage or benefit adjustment as if the organizing or election campaign had not been in progress. *Grouse Mountain Lodge*, 333 NLRB 1322, 1324 (2001); *America's Best Quality Coatings Corp*., 313 NLRB 470, 484 (1993); *Atlantic Forest Products*, 282 NLRB 855, 858 (1987). Nevertheless, the Board has recognized an exception to this rule—an employer may postpone the implementation of such a wage or benefit adjustment if it makes clear to its employees that the granting of the adjustment is not dependent upon the result of the union organizing campaign and that the "sole purpose" of the postponement is to avoid the appearance of influencing employees in their decision to support the union or influencing the election's outcome. *Grouse Mountain Lodge*, supra; *KMST-TV, Channel 46*, 302 NLRB 381, 382 (1991). In making such an announcement, however, an employer acts in violation of Section 8(a)(1) of the Act by attributing its failure to implement the expected wage or benefit adjustment to the presence of the union or by disparaging or undermining the union by creating the impression it impeded the granting of the adjustment. *Twin City Concrete*, 317 NLRB 1313, 1318 (1995); *Atlantic Forest Products*, supra. Herein, during her cross-examination, Savage conceded that, during February, as they "normally" had received wage increases at that time of year, voting unit employees inquired as to when they would be receiving their wage increase in 2002, and one subject of her speech to the groups of employees was Respondent's explanation as to why the anticipated "new" wage increases would not be given during the election campaign. In this regard, while Savage may have read from the text that the granting of a raise at that time "could be considered a bribe . . . ," she eviscerated the exculpatory effect of this language by gesturing with her hands behind her back and commenting that her hands were tied behind her back and the Charging Party was "preventing" the wage increase and that, if a raise was given, the Charging Party would immediately file an unfair labor practice charge. Put another way, in unmistakable language, Savage did exactly what the law prohibits; she placed the onus upon the Charging Party by attributing the employees' not receiving their anticipated wage increase directly to it."[15] Accordingly, by her extemporaneous gesture and comments, Savage's conduct became patently unlawful, and Respondent thereby violated Section 8(a)(1) of the Act. *Earthgrains Co.*, 336 NLRB 1119 (2001); *Grouse Mountain Lodge*, supra; *Centre Engineering, Inc.*, 253 NLRB 419, 421 (1980).

[14] Given my belief that Floyd Brown dissembled, I specifically do not find that Savage also promised that, if employees voted against the Charging Party, she would implement wage increases the next day. Accordingly, I recommend that par. 6(b) of the complaint be dismissed.

[15] Savage's conduct immediately after the Charging Party filed the instant unfair labor charge, which blocked the scheduled March 14 election, constitutes a virtual admission of the unfair labor practice. Thus, Savage met with voting unit employees on March 12, and said that Respondent won and "the Union packed up their bags and left" because it "knows they're going to lose" and that "now, I can proceed to give you guys raises."

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2 (2), (6), and (7) of the Act.

2. The Charging Party is a labor organization within the meaning of Section 2(5) of the Act.

3. By informing its employees that an anticipated wage increase had been delayed because of the Charging Party, Respondent engaged in acts and conduct violative of Section 8(a)(1) of the Act.

4. Unless specified above, Respondent engaged in no other unfair labor practices.

5. Respondent's above-described unfair labor practice is an unfair labor practice affecting commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having concluded that Respondent engaged in a serious unfair labor practice, violative of Section 8(a)(1) of the Act, I shall recommend that Respondent be ordered to cease and desist from such acts and to take certain affirmative actions designed to effectuate the purposes and policies of the Act. In this regard, I shall recommend that Respondent be ordered to post a notice, delineating to its employees its unlawful conduct.

On these findings of fact and conclusions of law, and on the record as a whole, I issue the following recommended.[16]

ORDER

The Respondent, Earthgrains Baking Companies, Inc., a wholly owned subsidiary of Sara Lee Baking Group, Inc., d/b/a Redding French Bakery, Redding, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Informing its employees that an anticipated wage increase had been delayed because of the Charging Party.

(b) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of their rights guaranteed by Section 7 of Act.

2. Take the following affirmative action necessary to effectuate the purposes and policies of the Act.

(a) Within 14 days after service by the Region, post at its facility in Redding, California, copies of the attached notice marked "Appendix."[17] Copies of the notice, on forms provided by the Regional Director for Region 20, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places

[16] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[17] If this Order is enforced by a judgment of the United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since on or about February 16, 2002;

(b) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities

WE WILL NOT inform our employees that we have delayed an anticipated wage increase because of Bakery, Confectionary, Tobacco Workers and Grain Millers International Union, Local 85, AFL–CIO.

WE WILL NOT, in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed to them by Section 7 of the Act.

EARTHGRAINS BAKING COMPANIES, INC., A WHOLLY OWNED SUBSIDIARY OF SARA LEE BAKING GROUP INC., D/B/A REDDING FRENCH BAKERY